

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHIGAN BAC HEALTH CARE  
FUND, TRUSTEES OF; MICHIGAN  
BAC PENSION FUND, TRUSTEES OF;  
MICHIGAN BAC APPRENTICESHIP  
& TRAINING FUND, TRUSTEES OF;  
INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS, LOCAL 2, AFL-  
CIO; BRICKLAYERS & TROWEL  
TRADES INTERNATIONAL PENSION  
FUND, TRUSTEES OF; and  
INTERNATIONAL MASONRY  
INSTITUTE, TRUSTEES OF;  
INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS,

Plaintiffs,

v.

TEKTON ENTERPRISES LLC,

Defendant.

\_\_\_\_\_ /

Case No. 1:19-cv-1026

U.S. District Judge Maloney

Magistrate Judge Ray S. Kent

**CONSENT JUDGMENT AGAINST  
DEFENDANT TEKTON ENTERPRISES LLC**

Based on Plaintiffs' and Defendant's stipulations and the attached Settlement Agreement:

IT IS ORDERED AND ADJUDGED that Defendant Tekton Enterprises LLC shall pay Plaintiffs the sum of **\$195,671.70** in satisfaction of Plaintiffs' claims in the above-

referenced proceeding relating to asserted delinquent fringe benefit contributions, late payment assessments, and audit fees for the period June 2016 through July 2020.

IT IS FURTHER ORDERED AND ADJUDGED that:

1. The Settlement Agreement, incorporated into this Order, is between Plaintiffs and Defendant. Plaintiffs may enforce this Consent Judgment consistent with the terms of the Settlement Agreement; and
2. This Court retains jurisdiction to enforce this Consent Judgment and the terms of the Settlement Agreement.

Dated: July 6, 2021

/s/ Paul L. Maloney  
U.S. District Judge Maloney

Agreed as to form and substance:

**FOR PLAINTIFFS:**

s/ Megan B. Boelstler

Christopher P. Legghio (P27378)  
Lauren E. Crummel (P73333)  
Megan B. Boelstler (P79125)  
Legghio & Israel, P.C.  
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crummel@legghioisrael.com  
mbb@legghioisrael.com

June 8, 2021

**FOR DEFENDANT:**

s/ Paul A. Albarran

John J. Rolecki (P78460)  
Paul A. Albarran (P82031)  
Varnum LLP  
333 Bridge Street, N.W., Suite 1700  
Grand Rapids, Michigan 49504-5365  
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jjrolecki@varnumlaw.com  
paalbarran@varnumlaw.com

Date: June 15, 2021

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MICHIGAN BAC HEALTH CARE  
FUND, TRUSTEES OF; MICHIGAN  
BAC PENSION FUND, TRUSTEES OF;  
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CRAFTWORKERS, LOCAL 2, AFL-  
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TRADES INTERNATIONAL PENSION  
FUND, TRUSTEES OF; and  
INTERNATIONAL MASONRY  
INSTITUTE, TRUSTEES OF;  
INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTWORKERS,

Case No. 1:19-cv-01026-PLM-RSK

U.S. District Judge Paul L. Maloney

Magistrate Judge Ray S. Kent

Plaintiffs,

v.

TEKTON ENTERPRISES LLC,

Defendant.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

This Settlement Agreement (SA) settles all of Plaintiffs' fringe benefit delinquent contribution claims -- as well as related late payment assessments (LPAs), audit cost and attorney fees and costs claims -- contained in the lawsuit: *Michigan Bricklayers' Healthcare Fund, Trustees of, et al. v Tekton Enterprises*

LLC, USDC Case No. 1:19-cv-1026 (“Lawsuit”). The terms of the SA are fully described below.

## **I. Parties to the SA**

The parties to this SA are Plaintiffs and Defendant.

1. Plaintiffs are the Trustees of the:

- a) Michigan BAC Health Care Fund;
- b) Michigan BAC Pension Fund;
- c) Michigan BAC Apprenticeship & Training Fund;
- d) Bricklayers & Trowel Trades International Pension Fund; and
- e) International Masonry Institute

2. Plaintiffs also include the International Union of Bricklayers and Allied Craftworkers and the International Union of Bricklayers and Allied Craftworkers, Local 2, AFL-CIO (collectively “Plaintiffs”).

3. Defendant is Tekton Enterprises LLC (“Tekton”).

## **II. Audit Periods**

4. Plaintiffs audited Tekton --- for the periods covering June 2016 through July 2020 -- pursuant to Tekton’s 2014 through 2017, and 2017 through 2020 collective bargaining agreements (“CBAs”) with BAC Local 2.

5. The audits asserted that Tekton owes a total of **\$237,289.76** for covered work under Tekton’s CBAs: **\$154,053.63** in contributions and **\$83,236.14** in LPAs, interest, audit costs, and yearly assessments.

6. Without admitting to the accuracy of the audit results or legal liability relating thereto, Tekton enters into this SA to resolve the Lawsuit with Plaintiffs.

### **III. Settlement Terms**

Plaintiffs and Defendant wish to fully and finally settle this lawsuit.

#### ***A. Economic Terms and Court Filings***

7. Tekton agrees to pay Plaintiffs one hundred ninety-five thousand, six hundred seventy-one dollars and seventy cents (**\$195,671.70**) (“Settlement Amount”) in full and complete resolution of this Lawsuit.

8. Tekton shall pay the **\$195,671.70** within 14 days of the execution of this SA.

9. Tekton shall make its payment by certified check made payable to:  
*Michigan BAC Fringe Benefit Funds*. Tekton’s certified check shall be sent to:

Michigan BAC Fringe Benefit Funds  
Attention: Dawn Aldrich-Harris  
TIC International Corp.  
6525 Centurion Drive  
Lansing, Michigan 48917-9275

10. When this SA is signed, counsel for Plaintiffs and Defendant shall sign the Consent Judgment Against Defendant Tekton (Exhibit 1) in the total amount of **\$195,671.70**. Plaintiffs shall file the Consent Judgment with the Court immediately thereafter.

#### ***B. Breach of SA***

11. If Tekton fails to timely make the settlement payment as required by this SA, Tekton shall be in breach of this SA.

12. If Tekton breaches the SA, Plaintiffs will immediately execute on the Consent Judgment of **\$195,671.70** and retain all rights of a Judgment holder.

13. Should Tekton breach the SA, Tekton shall be given credit -- prior to Plaintiffs' execution on the Consent Judgment -- for any settlement payments made prior to Tekton's breach.

***C. No Waivers***

14. Tekton specifically acknowledges and understands that nothing in this SA is or shall be construed as a waiver of the Plaintiffs' rights to conduct an audit to determine whether additional amounts may be due under Tekton's CBAs for the period *after* July 2020.

15. Nor is the SA a waiver of the Plaintiffs' rights to pursue collection of any amounts owed to them (*e.g.*, contributions, LPAs, or interest) which also may be due *after* July 2020.

16. Tekton specifically acknowledges that this SA does not release or waive any Michigan or International BAC Pension Fund's claims for withdrawal liability, or any amounts related to the collection of withdrawal liability, for *any* period of time.

***D. Successors and Assigns***

17. This SA shall be binding and inure to the benefit of the successors and assigns of the parties hereto.

***E. Review and Understanding***

18. The Parties agree that they have thoroughly reviewed this SA with their respective counsel, that they fully understand all of its provisions, and that they are voluntarily entering into this SA.

19. The Parties represent and acknowledge that in executing this SA they do not rely and have not relied on any representation of any Party to this SA or any representative of any Party regarding the subject matter, basis, meaning, or effect of this SA or otherwise.

***F. Entire Agreement***

20. This SA sets forth the entire agreement and understanding between the Parties, including the resolution of this Lawsuit's claims against Tekton.

21. This SA includes the following one (1) exhibit:

Exhibit 1 - Consent Judgment.

22. This SA may not be changed, modified, or terminated unless such changes are made in writing and signed by both Parties. Should any portion of this SA be ruled invalid, it shall not affect the enforceability and effect of the remaining provisions of the SA. Failure to enforce any provision of this SA shall not prejudice nor constitute a waiver of the enforcement of that provision or any other provision.

***G. Counterparts/PDF Signatures***



23. This SA may be executed non-simultaneously and signed in any number of counterparts with the same effect as if the signature to each counterpart were deemed a single instrument and all such counterparts together shall be deemed an original of this SA. Any signature delivered by a party to this SA by e-mail PDF transmission shall be deemed to be an original signature hereto.

THIS AGREEMENT is effective as of June 13, 2021.

*[The rest of this page intentionally left blank.]*

**FOR PLAINTIFFS:**

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Christopher P. Legghio (P27378)  
Megan B. Boelstler (P79125)  
Legghio & Israel, P.C.  
306 South Washington Avenue, Suite 600  
Royal Oak, Michigan 48067-3837  
248.398.5900  
cpl@legghioisrael.com  
mbb@legghioisrael.com  
Date: \_\_\_\_\_

**FOR BAC IU UNION AND BAC IU FUNDS:**

---

David F. Stupar  
Executive Director of International Pension  
Fund and the Assignee of the International  
Masonry Institute and International Union  
Bricklayers & Allied Craftworkers  
Date: \_\_\_\_\_

**FOR BAC LOCAL 2:**

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Chuck Kukawka  
President, Bricklayers & Allied  
Craftworkers Local 2  
Date: \_\_\_\_\_

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Paul Dunford  
Secretary Treasurer, Bricklayers & Allied  
Craftworkers Local 2  
Date: \_\_\_\_\_

**FOR DEFENDANT:**

*s/ Paul A. Albarran*

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John J. Rolecki (P78460)  
Paul A. Albarran (P82031)  
Varnum LLP  
333 Bridge Street, N.W., Suite 1700  
Grand Rapids, Michigan 49504-5365  
616.336.6000  
jjrolecki@varnumlaw.com  
paalbarran@varnumlaw.com  
Date: \_\_\_\_\_

**FOR DEFENDANT:**

---

*Kenn Nickoles*  
Kenneth Nickoles  
President, Tekton  
Date: 6.13.2021

**FOR PLAINTIFFS:**

Megan B. Boelstler  
Christopher P. Legghio (P27378)  
Megan B. Boelstler (P79125)  
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mbb@legghioisrael.com  
Date: 6-18-21

**FOR BAC IU UNION AND BAC IU FUNDS:**

David F. Stupar  
David F. Stupar  
Executive Director of International Pension  
Fund and the Assignee of the International  
Masonry Institute and International Union  
Bricklayers & Allied Craftworkers  
Date: 6/16/2021

**FOR BAC LOCAL 2:**

Chuck Kukawka  
Chuck Kukawka  
President, Bricklayers & Allied  
Craftworkers Local 2  
Date: 6/17/2021  
Paul Dunford  
Paul Dunford  
Secretary Treasurer, Bricklayers & Allied  
Craftworkers Local 2  
Date: 6/17/2021

**FOR DEFENDANT:**

s/ Paul A. Albarran  
John J. Rolecki (P78460)  
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Date: \_\_\_\_\_

**FOR DEFENDANT:**

Kenn Nickoles  
Kenneth Nickoles  
President, Tekton  
Date: 6.13.2021